

Guardian Contract
Stephanie & JR Martin/owners
Atlanta Doodles

This contract is between _____(Breeder) and _____(Guardian)

Entered on this date: _____

Puppy Identifier/microchip number: _____

Date of Whelp: _____ sex: _____ color: _____

Sire name: _____

Dam name: _____

Generation: Australian Multi-generational

1) OWNERSHIP. Ownership and all right title in interest to the dog shall remain with Breeder until such time as Breeder shall transfer ownership of the dog to Guardian. Any and all puppies produced by dog are the sole and separate property of Breeder and Guardian shall have no ownership interest or possession rights to any offspring of dog.

2) POSSESSION. Upon the execution of this Agreement, and payment of the sum of \$_____ [fair market value of dog sold without breeding rights], Breeder shall transfer possession of the dog to Guardian. Guardian shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the terms and conditions of this Agreement. When a breeding female is in a guardian home, the Guardian may choose to receive 1/3 of the pet price paid after each of the first 3 litters are whelped and puppies adopted, or may elect to receive a pet puppy of choice (after the Breeder's choice) from the 3rd litter from this female. The Guardian Agreement will be for 5 years and for 4 litters at Breeder's discretion. Guardian will

allow the breeder to breed her when needed and will keep Breeder advised of heat cycles of female breeder.

- 3) **BREEDER'S OBLIGATIONS**. During the time that the dog remains in the possession of Guardian, and during the term of this Agreement, Breeder shall:
 - a) Provide Guardian with instructions concerning dietary guidelines for the dog, and instructions regarding preventative health care for dog.
 - b) Designate the name of the veterinarian selected by Breeder to provide veterinary care to the dog.
 - c) When time for breeding, take possession of the dog from Guardian until the process is completed at which time the dog will be returned to the possession of Guardian.
 - d) Visit the residence of Guardian at least two (2) times in each calendar year at pre-arranged times. One unannounced visit may occur in each year.
- 4) **GUARDIAN'S OBLIGATIONS**. During the time the dog remains in the possession of Guardian and during the term of this Agreement, Guardian shall:
 - a) Safely confine the dog by using a traditional fence/invisible fence and restraining the dog by using a leash whenever outside of the Guardian's home or yard;
 - b) Provide adequate exercise for the dog on a daily basis;
 - c) Provide basic obedience training for the dog;
 - d) Follow Breeder's dietary guidelines and pay all costs and expenses associated with feeding the dog. Guardian must consult with Breeder before any change in diet or supplement be implemented;
 - e) Make dog available to Breeder for any and all testing necessary to establish the dog's suitability to breed. Such testing shall be paid for by Breeder;

- f) Pay for veterinary appointments for well visits that include: annual inoculations, rabies vaccine, and quarterly fecal test. Administer and pay for monthly flea, tick and heartworm medications only as approved by Breeder. Guardian must immediately provide Breeder the dates of treatments for Breeder's own records;
 - g) Consult with Breeder at the first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in Guardian's care;
 - h) Use only the services of the veterinarian selected or approved by Breeder unless an emergency situation dictates otherwise;
 - i) Deliver possession of the dog to Breeder upon Breeder's request for breeding purposes;
 - j) Notify Breeder of scheduled vacations or other absences from the area that may coincide with breeding times;
 - k) Schedule and pay for boarding expenses, only at boarding facility approved by Breeder;
 - l) Maintain a principal place of residence within the continental United States and provide Breeder with Guardian's address, telephone number and email address.
- 5) **REMOVAL OF DOG.** Breeder may remove the dog from the possession of Guardian for non-compliance of terms of this agreement, at which time this Agreement shall terminate. Breeder agrees to consult with Guardian before permanently removing the dog from Guardian's possession unless, in the judgment of the Breeder, the dog must be immediately removed from the possession of Guardian in order to protect the health, welfare and safety of the dog. If the dog does not need to be immediately removed from the Guardian's possession, Breeder shall give Guardian a reasonable amount of time to comply with Breeder's requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog.

- 6) DEATH OF DOG – GUARDIAN'S POSSESSION. Except as hereinafter provided, should the dog die from natural, accidental or other causes while in the possession of Guardian, this Agreement shall terminate upon such occurrence and neither party shall have any further obligation to the other party.
- 7) DEATH OF DOG – BREEDER'S POSSESSION. Should the dog die from natural causes while in possession of Breeder, this Agreement shall terminate upon such occurrence and neither party shall have any further obligation to each other.
- 8) TRANSFER OF OWNERSHIP – PROVEN DAM. When Breeder has obtained a total of five (5) years, Breeder shall transfer ownership of the dog to Guardian at no further cost or expense to Guardian. Additional time may be negotiated between Breeder and Guardian at a future time. Upon fulfillment of this Agreement, prior to transferring ownership to Guardian, Guardian will have Dam spayed at their expense.
- 9) RETURN OF DOG. During the term of this Agreement, Guardian may permanently return the dog to Breeder for any reason, at which time this Agreement shall terminate.
- 10) PAYMENT TO BREEDER. Upon the occurrence of any of the following events, Guardian agrees to pay to Breeder the sum of \$ 8000.00 Dollars which sum represents the difference in the fair market value of the dog sold with breeding rights as opposed to pet placement;
- a) Guardian shall pay the aforesaid sum to Breeder if Guardian, independently and without the expressed written consent of Breeder, has the dog spayed or neutered or is discovered to have allowed dog to be bred without Breeder's consent;
 - b) Guardian shall pay the aforesaid sum to Breeder if Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally causes the death of the dog;

c) Guardian shall pay the aforesaid sum to Breeder if Guardian absconds with the dog, fails to advise Breeder of any change in Guardian's address, or ceases communication with Breeder.

BREEDER:

DATE:

Printed Name

Signature

Printed Name

Signature

GUARDIAN:

DATE:

Printed Name

Signature